

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-A1C	PAGE OF PAGES 1 45	
2. CONTRACT NO.		3. SOLICITATION NO. N00174-01-R-0065		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 24 Oct 2001	6. REQUISITION/PURCHASE NO.	
7. ISSUED BY NAVSEA INDIAN HEAD 101 STRAUSS AVE. ATTN: PATSY KRAGH 1142P KRAGHPA@IH.NAVY.MIL INDIAN HEAD, MD 20640-5035			CODE N00174	8. ADDRESS OFFER TO (If other than Item 7) CODE See Item 7			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"							
SOLICITATION							
9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>SUPPLY DEPT. BLDG.1558</u> until <u>16 00</u> local time <u>26 Nov 2001</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME PATSY KRAGH		B. TELEPHONE (Include area code)(NO COLLECT CALLS) 301/744-6669		C. E-MAIL ADDRESS kraghpa@ih.navy.mil	
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OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE	
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7)		CODE	25. PAYMENT WILL BE MADE BY		CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.							

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SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	CAM DWG NR 10551411 REVISION S PURCHASE REQUEST NUMBER 2222212191642	300	Each	\$ _____	\$ _____

OPTION I

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	CAM DWG NR 10551411 REVISION S				
0002AA	SAME AS CLIN 0002	200	Each	\$ _____	\$ _____
0002AB	SAME AS CLIN 0002	250	Each	\$ _____	\$ _____
0002AC	SAME AS CLIN 0002	300	Each	\$ _____	\$ _____
0002AD	SAME AS CLIN 0002	350	Each	\$ _____	\$ _____
0002AE	SAME AS CLIN 0002	400	Each	\$ _____	\$ _____

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OPTION II

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	CAM DWG NR 10551411 REVISION S				
0003AA	SAME AS CLIN 0003	200	Each	\$_____	\$_____
0003AB	SAME AS CLIN 0003	250	Each	\$_____	\$_____
0003AC	SAME AS CLIN 0003	300	Each	\$_____	\$_____
0003AD	SAME AS CLIN 0003	350	Each	\$_____	\$_____
0003AE	SAME AS CLIN 0003	400	Each	\$_____	\$_____

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OPTION III

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	CAM DWG NR 10551411 REVISION S				
0004AA	SAME AS CLIN 0004	200	Each	\$_____	\$_____
0004AB	SAME AS CLIN 0004	250	Each	\$_____	\$_____
0004AC	SAME AS CLIN 0004	300	Each	\$_____	\$_____
0004AD	SAME AS CLIN 0004	350	Each	\$_____	\$_____
0004AE	SAME AS CLIN 0004	400	Each	\$_____	\$_____

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OPTION IV

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	CAM DWG NR 10551411 REVISION S				
0005AA	SAME AS CLIN 0005	200	Each	\$_____	\$_____
0005AB	SAME AS CLIN 0005	250	Each	\$_____	\$_____
0005AC	SAME AS CLIN 0005	300	Each	\$_____	\$_____
0005AD	SAME AS CLIN 0005	350	Each	\$_____	\$_____
0005AE	SAME AS CLIN 0005	400	Each	\$_____	\$_____

NOTE: SHOULD THE GOVERNMENT CHOOSE TO EXERCISE THE STEPLADDER OPTIONS, EACH OPTION WILL BE EXERCISED FOR ONE SUB-LINE ITEM ONLY, I.E., AA, AB, AC, AD OR AE. UNDER NO CIRCUMSTANCE WILL THE OPTIONS BE EXERCISED FOR ALL FIVE SUB-CLINS. ONCE A PARTICULAR OPTION HAS BEEN EXERCISED, THAT OPTION IS NO LONGER AVAILABLE.

NOTE: THIS ITEM IS ON THE NAVSEA INDIAN HEAD QUALIFIED BIDDERS LIST (QBL). THERE ARE CURRENTLY NO QUALIFIED VENDORS FOR THIS COMPONENT. THE SUCCESSFUL OFFEROR UNDER THIS SOLICITATION MAY QUALIFY FOR INCLUSION ON THE QBL, BASED UPON ACCEPTABLE PERFORMANCE OF THIS CONTRACT.

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SECTION C Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

SEA C-20 - ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993)

To the extent that National Stock Numbers (NSNs) or preliminary NSNs are assigned by the Government for the identification of parts, pieces, items, subassemblies or assemblies to be furnished under this contract, the Contractor shall use such NSNs or preliminary NSNs in the preparation of provisioning lists, package labels, packing lists, shipping containers and shipping documents as required by applicable specifications, standards or Data item Descriptions of the contract or as required by orders for spare and repair parts. The cognizant Government Contract Administration Office shall be responsible for providing the Contractor such NSNs or preliminary NSNs which may be assigned and which are not already in possession of the Contractor.

SEA C-81 - UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

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SECTION D Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

IHD 31 - MARKING OF SHIPMENTS (COMMERCIALLY PACKAGED ITEMS)(NAVSEA/IHD) FEB 2000

(a) Marking shall be in accordance with ASTM D 3951-90, "Commercial Packaging of Supplies and Equipment."

(b) Additional markings are stated below:

Contract No: **N00174-02-C-**

Bldg: **1914**

Code: **2220D**

*Note: When the item is over 1000 lbs the contractor is to stencil the weight on the crate

SEA D-10 - IDENTIFICATION MARKING OF PARTS (NAVSEA) (NOV 1996)

Identification marking of individual parts within the systems, equipments, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following:

- (1) Parts shall be marked in accordance with generally accepted commercial practice.
- (2) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

SEA D-11 - MARKING AND PACKING LIST(S) (NAVSEA) (NOV 1996)

(a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with best commercial practice.

(b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items.

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Where assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

(c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.

(d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number.

SEA D-2 - PACKAGING LANGUAGE (W/OTHER THAN MIL-E-17555 REQUIREMENT) (NAVSEA)

For Level A packaging and Level A and Level B packing, use of polystyrene "loose-fill" material is prohibited for packaging and packing applications such as cushioning, filler, dunnage, etc.

For Level C packaging and packing and if specifications stated "Domestic shipment and early equipment installation of onboard repair parts", unless approved by the procuring activity (see 6.2 of the packaging specification), use of polystyrene "loose-fill" material for packaging and packing applications such as cushioning, filler, dunnage, etc. is prohibited. When approved, unit packages and containers (interior and exterior) shall be marked or labeled as follows:

Contents cushioned, etc. with polystyrene "loose-fill" material. Not to be taken aboard ship. Remove and discard "loose-fill" before shipboard storage. If required, recushion, etc., with cellulosic material, bound fiber, fiberboard, transparent flexible cellular material, etc.

In Section 6, "Ordering Data" add "when polystyrene 'loose-fill' material is approved".

SPECIAL PACKAGING REQUIREMENTS

A. Insert 50 units along with a desiccant bag per MIL-D-3464, Type I, or II of appropriate size, into any poly-bag with a minimum thickness of .002 inch shall provide moisture protection. Each unit may either be heat sealed, taped or ziplocked.

B. After completion of the above requirements, the components are to be bulk packaged for shipment to the Indian Head Division, NAVSEA . **Note:** The shipping containers must be legibly marked on two surfaces with the contract number, part name, part number and quantity.

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SECTION E Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE:

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.246-11 HIGHER-LEVEL CONTRACT QUALITY (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below. [If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.] **ISO 9000 OR EQUIVALENT**

IHD 47 - INSPECTION AND ACCEPTANCE TIMEFRAME (NAVSEA/IHD) FEB 2000

Inspection and acceptance of supplies to be furnished under this contract shall be made by the Government within **45** days after receipt of material. Payment will be tendered not later than 30 days after acceptance has occurred.

IHD 46 - SAMPLING OF RECEIVED MATERIAL - MAN-RATED MATERIAL (NAVSEA/IHD) FEB 2000

(a) When the Indian Head Division, Naval Sea Systems Command, Indian Head, Md. receipt inspects man-rated material under this contract for rockets, catapults, cartridge actuated devices and their component parts, the following sampling procedures will be used in accordance with:

MIL-STD-105D - Level II with:
 AQL of .040 for criticals
 AQL of 1.00 for majors
 AQL of 2.50 for minors

(b) In all cases the acceptance number will be ZERO (0), the lot will be rejected for any defect.

(c) Notwithstanding the above, the Indian Head Division, Naval Sea Systems Command, Indian Head, Md. may, at its discretion, accept a defect on a waiver on a case-by-case basis.

IHD 49 - INSPECTION AND ACCEPTANCE (DESTINATION) (NAVSEA/IHD) (FEB 2000)

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.

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SECTION F Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE:

52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

DELIVERY INFORMATION

CLINS	DELIVERY DATE	UNIT OF ISSUE	QUANTITY	FOB	SHIP TO ADDRESS
0001	120 DAYS ADC	Each	300	Dest.	N00174 NAVSEA INDIAN HEAD Receiving Officer Bldg 116 101 Strauss Ave. Indian Head, MD 20640-5035 RECEIVING

OPTION I

0002	120 DAYS AFTER EXERCISE OF OPTION	Each			Same as CLIN 0001
0002AA		Each	200	Dest.	Same as CLIN 0001
0002AB		Each	250	Dest.	Same as CLIN 0001
0002AC		Each	300	Dest.	Same as CLIN 0001
0002AD		Each	350	Dest.	Same as CLIN 0001
0002AE		Each	400	Dest.	Same as CLIN 0001

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<u>OPTION II</u>				
0003	120 DAYS AFTER EXERCISE OF OPTION	Each		Same as CLIN 0001
0003AA		Each	200	Dest. Same as CLIN 0001
0003AB		Each	250	Dest. Same as CLIN 0001
0003AC		Each	300	Dest. Same as CLIN 0001
0003AD		Each	350	Dest. Same as CLIN 0001
0003AE		Each	400	Dest. Same as CLIN 0001
<u>OPTION III</u>				
0004	120 DAYS AFTER EXERCISE OF OPTION	Each		Same as CLIN 0001
0004AA		Each	200	Dest. Same as CLIN 0001
0004AB		Each	250	Dest. Same as CLIN 0001
0004AC		Each	300	Dest. Same as CLIN 0001
0004AD		Each	350	Dest. Same as CLIN 0001
0004AE		Each	400	Dest. Same as CLIN 0001
<u>OPTION IV</u>				
0005	120 DAYS AFTER EXERCISE OF OPTION	Each		Same as CLIN 0001
0005AA		Each	200	Dest. Same as CLIN 0001
0005AB		Each	250	Dest. Same as CLIN 0001
0005AC		Each	300	Dest. Same as CLIN 0001
0005AD		Each	350	Dest. Same as CLIN 0001
0005AE		Each	400	Dest. Same as CLIN 0001

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

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OFFEROR'S PROPOSED DELIVERY SCHEDULE

Within Days

After Date

Item No. Quantity of Contract

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

52.211-16 VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

5 Percent increase

0 Percent decrease

This increase or decrease shall apply to **ALL CLINS**.

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IHD 61 - PLACE OF DELIVERY: DESTINATION (NAVSEA/IHD) FEB 2000

(a) The articles to be furnished hereunder shall be delivered all transportation charges paid by the contractor to:

Receiving Officer
Indian Head Division
Naval Sea Systems Command
101 Strauss Avenue
Indian Head, Maryland 20640-5035

(b) Bids submitted on a basis other than F.O.B. Destination will be rejected as non-responsive and proposals may be deemed unacceptable.

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SECTION G Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

IHD 76 - INDIAN HEAD DIVISION, NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA/IHD) FEB 2000

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Sea Systems Command. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at his expense with no cost or liability to the U.S. Government.

2. The scheduled holidays for Indian Head Division, Naval Sea Systems Command are:

<u>HOLIDAY</u>	<u>DATE OF OBSERVANCE</u>
New Year's Day	01 January (Tuesday)*
Martin Luther King's Birthday	21 January (Monday)*
President's Day	18 February (Monday)*
Memorial Day	28 May (Monday)*
Independence Day	4 July (Wednesday)*
Labor Day	3 September (Monday)*
Columbus Day	15 October (Monday)*
Veteran's Day	12 November (Monday)*
Thanksgiving Day	22 November (Thursday)*
Christmas Day	25 December (Tuesday)*

* If the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

3. The hours of operation for the Contracts Division and Receiving Branch are as follows:

<u>AREA</u>	<u>FROM</u>	<u>TO</u>
Contracts Division (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Branch (BLDG. 116)	7:30 A.M.	11:00 A.M.
	12:30 P.M.	2:00 P.M.

If you intend to visit the Contracts Division, it is advised that you call for an appointment at least 24 hours in advance.

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IHD 88 - CERTIFICATE OF ANALYSIS (NAVSEA/IHD) FEB 2000

(a) A certificate of analysis/test showing that the material has been sampled and/or tested and found to be within the minimum requirements of the specification/drawing/contract shall be prepared. The certificate shall be () maintained by the contractor for a minimum of one (1) year from the completion of the order/contract or (X) forwarded to this activity; one (1) copy to accompany the shipment (in the packing list envelope) and one (1) copy mailed to arrive at time of receipt of the shipment (mark the certificate to the attention of: Code **_2220D**).

(b) Each certificate must be traceable to the material covered by the certificate. The certificate shall state, above the signature of a legally authorized representative of the company the following:

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

(c) Certificate for shipments of bulk chemicals shall state contract number, drawing or specification number, lot number, rail car number if shipped by rail or trailer number if by truck, and the date of shipment.

(d) Any demurrage accrued as a result of detaining commercial carriers because of nonreceipt of the certificate shall be the responsibility of the Contractor.

(e) Failure to provide certification at the time of shipment may result in material being rejected and returned at the contractor's expense.

IHD 89 - CERTIFICATE OF COMPLIANCE (NAVSEA/IHD) FEB 2000

(a) A certification of material shall be provided by the Contractor, one (1) copy to accompany the shipment (in the packing list envelope) and (1) copy mailed to arrive at time of receipt of the shipment. Mark all certificates to the attention of Code **_2220D**.

(b) The certificate shall state compliance of material with drawing specification and contract/order requirements. The certificate shall as a minimum state the company name, contract/order number, drawing or specification number, and date. The certificate shall state, above the signature of a legally authorized representative of the company, the following:

This certification concerns a matter within the jurisdiction of an agency of the United States and making a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code 1001.

(c) Failure to provide certification at the time of shipment may result in material being rejected and returned at the contractor's expense.

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NAPS 5252.232-9000 SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992)

- (a) "Invoice" as used in this clause does not include contractor requests for progress payments.
- (b) The contractor shall submit original invoices with copies to the address identified in the- solicitation/ contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).
- (c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.
- (d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.
- (e) The contractor shall prepare:
- ☐ a separate invoice for each activity designated to receive the supplies or services.
 - ☐ a consolidated invoice covering all shipments delivered under an individual order.
 - ☐ either of the above.
- (f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

IHSAP1 INVOICE MAILING INSTRUCTIONS

MAIL INVOICE TO:

INDIAN HEAD DIVISION, NSWC
 COMPTROLLER DEPARTMENT, CODE 021
 ACCOUNTING AND FINANCE DIVISION BLDG. 1601
 101 STRAUSS AVENUE
 INDIAN HEAD, MD 20640-5035

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SEA G-1 - CONTRACT ADMINISTRATION DATA LANGUAGE (NAVSEA)

(a) Electronic Funds Transfer (EFT) Payment Requirements

FAR 52.232-33, MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT, is included in this solicitation/contract. All Contractor payments will be made by EFT unless excepted or otherwise determined by the paying office designated in the contract.

The Contractor must initiate enrollment in EFT by contacting the paying office designated in the contract and requesting form SF 3881, Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Plan. This form must be completed by the Contractor and their financial institution and returned to the paying office. The paying office will complete the process and notify the Contractor that EFT enrollment is complete. All payments under this contract will be held until the Contractor provides the required EFT enrollment information.

(b) Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

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SECTION H Special Contract Requirements

CLAUSES INCORPORATED BY REFERENCE:

IHD 113 INCORPORATION OF K, L, AND M JAN 2001

CLAUSES INCORPORATED BY FULL TEXT

SEA H-1 - NAVSEA 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:
 - (1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.
 - (2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

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SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	MAY 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.208-9	Contractor Use of Mandatory Sources of Supply	MAR 1996
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	AUG 1996
52.222-20	Walsh-Healy Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	FEB 1999
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era	JAN 1999
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.229-3	Federal, State And Local Taxes	JAN 1991
52.229-5	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	APR 1984
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	MAY 1997

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52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-16 Alt I	Progress Payments (Mar 2000) - Alternate I	MAR 2000
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	MAY 2001
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	DEC 1998
52.233-1 Alt I	Disputes (Dec 1998) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.246-23	Limitation Of Liability	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JAN 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	MAR 2000
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7007	Buy American Act--Trade Agreements--Balance of Payments Program	APR 2000
252.225-7009	Duty-Free Entry--Qualifying Country Supplies (End Products and Components)	AUG 2000
252.225-7010	Duty-Free Entry--Additional Provisions	AUG 2000
252.225-7012	Preference For Certain Domestic Commodities	AUG 2000
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	DEC 2000
252.225-7017	Prohibition on Award to Companies Owned by the People's Republic of China	FEB 2000
252.225-7025	Restriction on Acquisition of Forgings	JUN 1997
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.225-7037	Duty Free Entry--Eligible End Products	AUG 2000
252.232-7004	DOD Progress Payment Rates	FEB 1996
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998

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252.246-7000 Material Inspection And Receiving Report
252.247-7023 Transportation of Supplies by Sea

DEC 1991
MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)

(a)) Definitions. As used in this clause--

All employment openings includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment.

Appropriate office of the State employment service system means the local office of the Federal-State national system of public employment offices with assigned responsibility to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.

Positions that will be filled from within the Contractor's organization means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings that the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge; or

(2) Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964, and May 7, 1975.

(b) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a disabled veteran or a veteran of the Vietnam era. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Employment;

(ii) Upgrading;

(iii) Demotion or transfer;

(iv) Recruitment;

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(v) Advertising;

(vi) Layoff or termination;

(vii) Rates of pay or other forms of compensation; and

(viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings. (1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

(2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their employment openings with the appropriate office of the State employment service.

(3) The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

(e) Postings. (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary), and provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam Era.

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(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within **AS INDICATED BELOW**. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

ITEMS

OPTION I WITHIN 365 DAYS AFTER CONTRACT AWARD
 OPTION II WITHIN 365 DAYS AFTER EXERCISE OF OPTION I
 OPTION III WITHIN 365 DAYS AFTER EXERCISE OF OPTION II
 OPTION IV WITHIN 365 DAYS AFTER EXERCISE OF OPTION III

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

“WARNING: Contains (or manufactured with, if applicable) _*, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.”-----

* The Contractor shall insert the name of the substance(s).

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52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (MAY 2001)

(a) Definitions. As used this clause--

"Commercial item", has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The following clauses shall be flowed down to subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (FEB 1999) (E.O. 11246).

(iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

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52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://www.acq.osd.mil/dp/dars/dfars/dfars.html>

252.225-7008 SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY (MAR 1998)

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act--Trade Agreements--Balance of Payments Program clause or the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry.

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SECTION J List of Documents, Exhibits and Other Attachments

1. DRAWING #10551411
2. DETAILED CERTIFICATION SHEET
3. PAST PERFORMANCE MATRIX
4. PAST PERFORMANCE QUESTIONNAIRE COVER SHEET
5. PAST PERFORMANCE QUESTIONNAIRE INTERVIEW SHEET

NOTE: ALL OF THE ABOVE ATTACHMENTS ARE LOCATED AT THE END OF THE SOLICITATION IN PDF FORMAT

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SECTION K Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE:

252.209-7003 Compliance With Veterans' Employment Reporting Requirements MAR 1998

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contradictory to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as an agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

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52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

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(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

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(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

52.207-4 ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS
PRICE
ITEM QUANTITY QUOTATION TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

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52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(D) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(E) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of performance (street Name and address of owner and
address, city, state, county, zip operator of the plant or facility
 code) if other than offeror or respondent

_____.
_____.

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52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001) ALTERNATE I (OCT 2000) & ALTERNATE II (OCT 2000)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **336415**.

(2) The small business size standard is **1000**

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision). The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

() Black American.

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() Hispanic American.

() Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

() Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

() Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

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(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

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52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

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252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclosure such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

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252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

5252.211-9000 NOTICE TO OFFERORS - USE OF OZONE DEPLETING SUBSTANCES (AUG 1993)

(a) In accordance with section 326 of Pub L.102-484, the Department of Defense is prohibited from awarding any contract which includes a DoD-directed specification or standard that requires the use of a Class I ozone depleting substance (ODS) or that can be met only through the use of such a substance unless such use has been approved by a senior acquisition official (SAO). The SAO approval is based on a technical certification that no suitable substitute for the ODS is currently available.

(b) To comply with this statute, the Navy has screened the specifications and standards associated with this solicitation. To the extent that ODS requirements were revealed by this review they are identified below:

Class I ODS Identified Specification/Standard

(c) If offerors possess knowledge about any other Class I ODS required directly or indirectly by the specification or standards, the Navy would appreciate such information in your response to this solicitation. Offerors are under no obligation to comply with this request and no compensation can be provided for doing so.

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SECTION L Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE:

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
252.217-7026	Identification of Sources of Supply	NOV 1995

CLAUSES INCORPORATED BY FULL TEXT

SEA L-685 - SUBSTITUTION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (MAY 1998)

Your proposal shall identify where you are substituting your previously approved Single Process Initiative (SPI) processes for specified requirements. In addition, offerors shall provide the information required by DFARS 252.211-7005, paragraph (c).

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be DX rated order; **X** DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **FIRM FIXED PRICE SUPPLY** contract resulting from this solicitation.

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52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from **RUTH ADAMS, CONTRACTING OFFICER.**

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

INSTRUCTIONS TO OFFERORS AND EVALUATION FACTORS FOR AWARD

THE OFFEROR SHALL PROVIDE THE FOLLOWING INFORMATION:

GENERAL INFORMATION: Each offeror must submit an offer/proposal and other written information in strict accordance with these instructions. When evaluating an offeror the Government will consider how well the offeror complied with both the letter and spirit of these instructions. The government will consider any failure on the part of the offeror to comply with both the letter and the spirit of these instructions to be an indication of the type of conduct it can expect during contract performance. Therefore, the Government encourages offerors to contact the contracting officer by telephone, facsimile transmission, e-mail, or mail in order to request an explanation of any aspect of these instructions.

OFFERORS SHALL ADDRESS THE FOLLOWING FACTORS: (Listed in descending order of importance)
Information shall be submitted in three separately tabbed sections as detailed below.

Factor 1 – Management and Quality Assurance

Factor 2 – Technical Comprehension

Factor 3 – Facilities and Equipment

Factor 4 – Past Performance (equal in value to 1, 2, and 3 combined)

Factor 5 – Cost/Price

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Tab I - Shall address Factor 1, supplements as detailed below. Not to exceed 20 single sided pages, not less than 10 pitch (Times New Roman or similar).

1. Management and Quality Assurance

Offeror shall answer the following questions:

- (a) The offeror shall provide an organization chart with information on how all work efforts will be managed.
- (b) The offeror shall identify procedures for tracking work in-process and provide a milestone chart for each individual item. Although exact dates are not required in response to this solicitation, this chart shall identify the start time as receipt of order and include the sequential start and finish times for the following events. This chart shall contain as a minimum the following time lines.
 - 1. Receipt of order
 - 2. Ordering of material
 - 3. Receipt of material
 - 4. Start of manufacturing
 - 5. Inspection points
 - 6. Out-processing (Heat treat, plating etc)
 - 7. Completion of manufacturing
 - 8. Final inspection
 - 9. Shipping
- (c) The offeror shall provide a copy of their Quality Control manual which documents all aspects of corporate quality control. This manual shall be evaluated to insure the offeror has the appropriate controls in place to meet the requirements of item 1, Management and Quality Assurance and item 2, Technical Comprehension.

Tab II – Shall address Factor 2, supplements as detailed below. Not to exceed 20 single sided pages, not less than 10 pitch (Times New Roman or similar).

Factor 2 – Technical Comprehension

Offeror shall answer the following questions:

The offeror shall provide an in-depth plan detailing how the following processes will be performed, controlled and monitored:

- (a) Subcontractor support for:
 - (i) Purchase of incoming materials including verification of proper metals to Mil-Specs and hardness requirement verification and certification.
 - (ii) Protective finish application and adequacy of rating system used for selection of Plater. Plating procedures meet government drawings and specifications. Hydrogen embrittlement relief verification and special plating racks for complete internal coverage.

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(b) Mechanical calibration and measuring equipment:

- (i) Calibration intervals are based on stability, purpose and degree of use
- (ii) Inspection laboratory has environmental controls
- (iii) Calibration standards are traceable to National Institute of Standards and Technology (NIST)

(c) Documentation Control:

- (i) Quality Assurance procedures
- (ii) Specifications
- (iii) Inspection instructions

(d) Understanding of Dimensioning and Tolerancing Standard ANSI Y14.5M-1982.

Tab III – Shall address Factor 3, supplements as detailed below. Not to exceed 20 single sided pages, not less than 10 pitch (Times New Roman or similar).

Factor 3 – Facilities and Equipment

Offeror shall answer the following questions:

The offeror shall submit a plant facility and equipment list showing square footage of shop, number of people involved in the manufacturing process and listing all manufacturing and inspection machines/equipment available in-house to effectively produce and deliver all items for which they are requesting to be considered. This requirement will be due within 160 days after receipt of order. .

Tab IV – Shall contain only the Past Performance Information (Not to exceed 12 pages total)

Past performance is a measure of the degree to which an offeror, as an organization, has during the past three (3) years: (1) satisfied its customers, and (2) complies with federal, state, and local laws and regulations. The offeror shall provide a list of references using the Past Performance Matrix, (Enclosure 1), who will be able to provide information regarding the offerors past performance during the past three (3) years regarding: (1) the quality and timeliness of the offerors work; (2) the reasonableness of its prices, costs, and claims; (3) the reasonableness of its business behavior – its willingness to cooperate and helpfulness in solving problems; (4) its concern for the interests of its customers; and (5) its integrity.

The offeror will submit the Past Performance Questionnaire to each of the references listed on the Past Performance Matrix, a minimum of three (3) is required. The offeror shall instruct the references to complete the Past Performance Questionnaire and return it directly to:

Naval Surface Warfare Center
101 Strauss Avenue
Indian Head MD 20640-5035
Attn: Patsy Kragh, Code 1142P, Bldg. 1558

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The offerors selected references must be listed on the Past Performance Matrix. Failure of the references to submit the Past Performance Questionnaire to the contract specialist within the requested timeframe will result in the inability of the government to rank the offerors past performance.

The offeror shall explain, if any, the role that subcontractors have played in contributing to the successes and/or failures of the offeror and to what extent subcontractors performance has contributed to the past performance evaluation.

Tab V Cost/Price – This tab shall contain two (2) complete copies of the solicitation (the RFP) with all representations/certifications executed and pricing appropriately noted in Section B or any continuation sheets. Information should be submitted to clearly show the basis for the amount of each cost element and how the amount was developed providing sufficient information for government use in determining the proposed costs/prices fair and reasonable.

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SECTION M Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE:

52.217-5 Evaluation Of Options

JUL 1990

CLAUSES INCORPORATED BY FULL TEXT

IHD 211 - SECTION M BEST VALUE EVALUATION AND BASIS FOR AWARD (FFP) (MAR 2000) **(NAVSEA/IHD)**

1. GENERAL: The government shall award a contract resulting from this solicitation to the responsible offeror whose submission, complying with the instructions and conforming to the solicitation, represents the best overall value on the basis of an integrated assessment of the evaluation factors for award. Once all evaluations are complete and tabulated in accordance with the Source Selection Plan, the government will make a series of comparisons among the offerors by comparing the tabulated scores to the evaluated price or, from these comparisons the government will determine the offeror who offers the best value to the government. This is a subjective evaluation process.

2. RELATIVE IMPORTANCE OF THE EVALUATION FACTORS: Since an Offeror must comply with the instructions contained in the Instructions to Offerors it behooves an offeror to read carefully the instructions as the Contracting Officer may eliminate an Offeror from further consideration for failure to comply with the instructions. In deciding which of the offerors, complying with the instructions, is the best overall value the government will consider the following factors, listed in order of importance unless otherwise noted:

Factor 1 – Management and Quality Assurance

Factor 2 – Technical Comprehension

Factor 3 – Facilities and Equipment

Factor 4 – Past Performance (equal in value to 1, 2 and 3 combined)

Factor 5 – Cost/Price

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Once all evaluations are complete the corresponding scores shall be tabulated and placed in a chart as follows in this example:

<u>Offeror</u>	<u>Factors 1, 2 & 3 Score*</u>	<u>Past Performance Rating</u>	<u>Cost/Price</u>
A	88	Excellent	\$251,000
B	93	Excellent	\$270,000
C	0 **	Good	\$265,500
D	82	Excellent	\$249,000
E	93	Poor	\$252,500

* Not to exceed 100

** Offeror did not comply with RFP instructions - was not evaluated

Once this information is tabulated, offerors will be compared making value and price tradeoffs and award will be made to the offeror that represents the Best Value to the Government. If the offeror with the highest scores also represents the lowest price then that offeror is clearly the Best Value. If an offeror with higher scores has a higher price, then a determination must be made whether the difference in value is worth the higher price. In the example the government may award to Offeror A, Offeror B (if it could be determined whether the difference in greater value is worth the difference in price when compared to Offeror A), or Offeror D. Offeror E, even though reflective of a high technical score would be eliminated based on the POOR Past Performance rating.

**PAST PERFORMANCE QUESTIONNAIRE
COVER SHEET**
FOR SOLICITATION NUMBER N00174-01-R-0065

Name of offeror questionnaire is being
completed for:

Name of company completing questionnaire:

Name of the person and title completing
questionnaire:

Length of time your firm has been involved with the
offeror:

Type of work performed by
referenced offer:

**SUBMIT PAST PERFORMANCE QUESTIONNAIRE
TO:**

NAVSEA INDIAN HEAD, SURFACE
WARFARE CENTER DIVISION
101 Strauss Avenue, Bldg 1558
Indian Head MD 20640-5 5035
Patsy Kragh, Contract Specialist,
Code 1142P
BY: NOVEMBER 13, 2001

PAST PERFORMANCE QUESTIONNAIRE INTERVIEW SHEET
SOLICITATION NUMBER: N00174-01-R-0065

RATING SCALE

Please use the following ratings to answer the questions. If you are unable to rate an item because it was not a requirement, never an issue, or you have no knowledge of the item in question then you should mark "N/A".

EVALUATION CRITERIA

- | | |
|--------------------|---|
| Excellent - | The offerors performance was consistently superior.
The contractual performance was accomplished with
Few minor problems for which corrective action taken
By the contractor were highly effective. |
| Good - | The offerors performance was good, better than average,
Etc., and that they would willingly do business with the
Offeror again. The contractual performance was
Accomplished with some minor problems for which
Corrective actions taken by the contractor were effective. |
| Neutral - | No record exists. |
| Poor - | The offerors performance was entirely unsatisfactory
And that they would not do business with the offeror
again under any circumstances. The contractual
performance of the element being assessed contains
problems for which the contractor corrective actions
appear to be or were ineffective. |

CUSTOMER SATISFACTION

1. The referenced contractor was responsive to the Customers needs. E G N P N/A
2. The contractors personnel were qualified To meet the requirements. E G N P N/A
3. The contractors ability to accurately estimate Costs. E G N P N/A

TIMELINESS

4. The contractors ability to ensure, to the extent of Its responsibility, that all tasks were completed within The requested time frame. E G N P N/A

TECHNICAL SUCCESS

5. The contractor had a clear understanding of the work Detailed in the SOW. E G N P N/A
6. The contractors ability to complete tasks correctly the first time. E G N P N/A
7. The contractors ability to resolve problems. E G N P N/A

QUALITY

8. The contractors quality and reliability of services delivered. E G N P N/A
9. Quality, reliability, and maintainability of hardware delivered. E G N P N/A

PLEASE PROVIDE SUBJECTIVE REPOSSES FOR THE FOLLOWING:

10. Would you recommend this contractor for similar government contracts? Please explain:

11. Have you experienced special or unique problems with the referenced contractor that we should be aware of in making our decision?

12. In summary, which of the following would you choose to describe the quality of the referenced contractors service:

Significantly better than acceptable

Slightly better than acceptable

Acceptable

Slightly less than acceptable

Entirely unacceptable

13. In summary, which of the following would you choose to describe reference contractors willingness to cooperate to resolve performance disagreements:

Highly cooperative

Cooperative

Somewhat uncooperative

Highly uncooperative

Thank you for taking the time to complete the above information.

Interviewers Name : _____, Date _____.

PAST PERFORMANCE MATRIX

References	\$ Value of Contract	Work Description	Contract Completed on Time YES / NO	Contract Completed at Cost YES / NO (if no % of overrun)	Provide Explanation for NO answers

REFERENCES COLUMN SHOULD INCLUDE GOVERNMENT ACTIVITY/ COMPANY NAME, ADDRESS, POC AND TELEPHONE NUMBER.

SOURCE SELECTION INFORMATION
SEE FAR 3.104

(3) versions of the same drawing are included here,
each with varying levels of clarity.

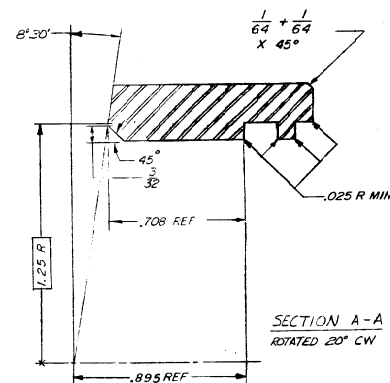
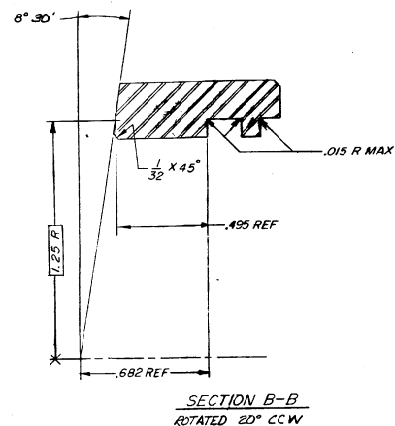
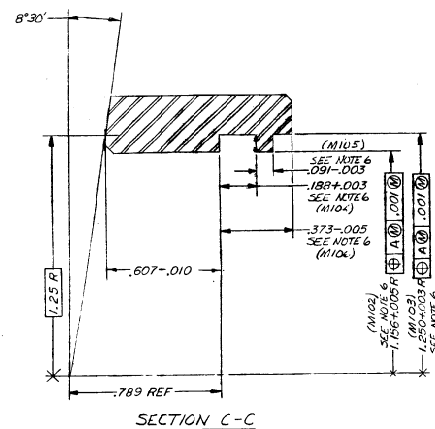
[1] scan adaptive level of 30

[2] scan adaptive level of 45

[3] scan adaptive level of 60

#1 is clearest but the title block is blacked out

#'s 2 & 3 are light on the component but the title block is clear.

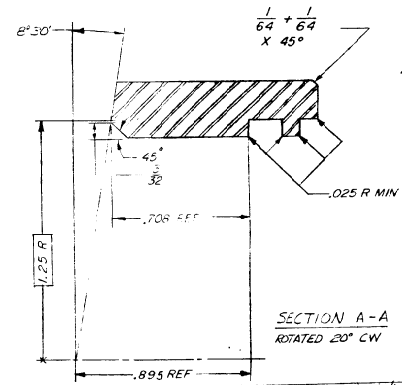
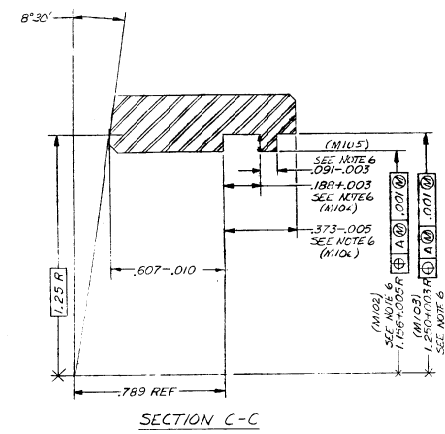


- | COAT NO. | MATERIAL | THICKNESS (SEE NOTE 4) | BAKE CYCLE |
|----------|----------|------------------------|-------------------|
| 1 | 584307-1 | 0.45-1.10 MIL | 750°F, 10 MINUTES |
| 2 | 584307-2 | 0.45-1.10 MIL | 750°F, 10 MINUTES |

M	SEE NOR 1055411-I	4/14/71	1
L	SEE NOR 1055411-C	4/14/71	1
K	SEE NOR 1055411 ECP 5152-68	4/14/71	1
J	SEE NOR 1055411-J ECP 5152-64		
H	SEE NOR 1055411-H ECP 5152-54	4/14/71	1
G	SEE NOR 1055411-G ECP 5152-49	4/14/71	1
F	SEE NOR 1055411-F ECP 5152-38	4/14/71	1
E	SEE NOR 1055411-E ECP 5152-27	4/14/71	1
D	SEE NOR 1055411-D ECP 5152-16	4/14/71	1
C	SEE NOR 1055411-C ECP 5152-05	4/14/71	1
B	SEE NOR 1055411-B ECP 5152-04	4/14/71	1
A	SEE NOR 1055411-A ECP 5152-03	4/14/71	1

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[illegible]

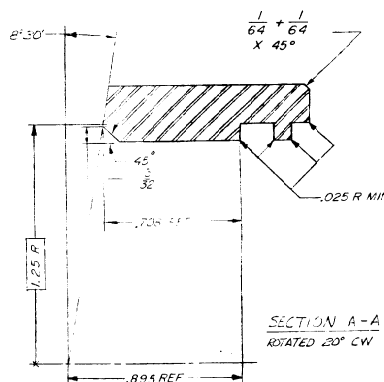
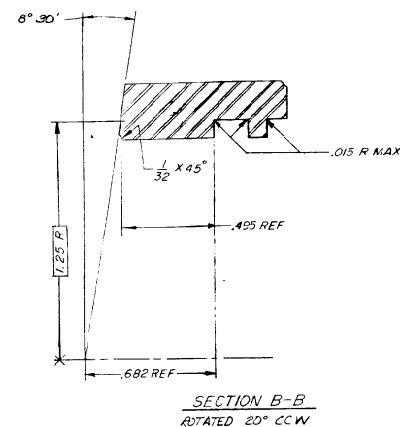
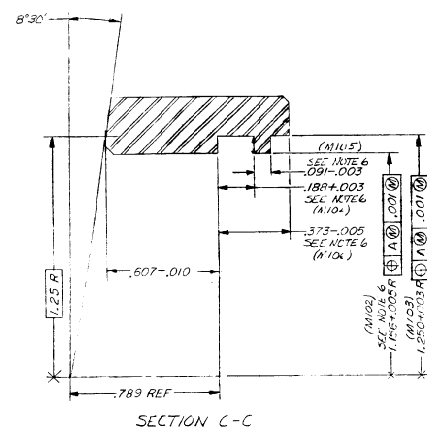


- | COAT NO. | MATERIAL | THICKNESS (SEE NOTE 4) | BAKE CYCLE |
|----------|-----------|------------------------|-------------------|
| 1 | 5184307-1 | 0.45-1.10 MIL | 750°F, 10 MINUTES |
| 2 | 5184307-2 | 0.45-1.10 MIL | 750°F, 10 MINUTES |

COAT NO.	MATERIAL	THICKNESS (SEE NOTE 4)	BAKE CYCLE
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PART NO. 1021411 CODE IDENT 14083		ORIGINAL DATE: 15 JAN 5, 1958 REVISION: 1 REVISION DATE: 15 JAN 5, 1958 REVISION BY: J. M. FANELL APPROVED BY: J. M. FANELL SCALE: 3/1 UNIT: INCH		NAVAL ORDNANCE STATION INDIAN HEAD, MD 20640 10255411	
PHYSICAL PROPERTIES 11803065 11803065 SEE ENGINEERING RECORDS UNIT: INCH MATERIAL: ALUMINUM FINISH: POLISHED PART NO. 1021411 CODE IDENT 14083		MANUFACTURED BY: J. M. FANELL HEAT TREATMENT: T3 CAM J. M. FANELL APPROVED BY: J. M. FANELL SCALE: 3/1 UNIT: INCH		FINAL PROTECTIVE FINISH: SEE NOTE 4 PART NO. 1021411 CODE IDENT 14083	



COAT NO.	MATERIAL	THICKNESS (SEE NOTE 4)	BAKE CYCLE
1	5184307-1	0.45-1.10 MIL	750°F, 10 MINUTES
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[illegible]

M	SEE NDR 1055411 - G	
L	SEE NDR 1055411 - G	41111
K	SEE NDR 1055411 - G	41111
J	ECP 5152 - 64	
I	SEE NDR 1055411 - J	
H	ECP 5152 - 64	
G	SEE NDR 1055411 - G	
F	ECP 5152 - 64	
E	ECP 5152 - 64	
D	ECP 5152 - 64	
C	ECP 5152 - 64	
B	ECP 5152 - 64	
A	ECP 5152 - 64	
	INSPECTION	
	REVISIONS	
	NAVAL ORDANCE	
	STATION	
	INDIAN HEAD, MD 20	
	1055411	
	F	

CLASSIFICATION OF CHARACTERISTICS (WR 43A)	
CRITICAL -	NONE
MAJOR -	NONE
MINOR -	ALL CHARACTERISTICS

REVISIONS			
LTR	DESCRIPTION	DATE	APPROVED
A	SEE NOR 5184307-A ECP 5152-50	2/16/77	E. J. H.
B	SEE NOR 5184307-B ECP 5152-55	12/5/78	E. J. H.
C	SEE NOR 5184307-C ECP 5152-63	3/15/77	E. J. H.
D	SEE NOR 5184307-D ECP 5152-14	5/11/76	E. J. H.

- NOTES:
- INTERPRET DRAWING IN ACCORDANCE WITH MIL-STD-100.

TYPICAL PROPERTIES

PROPERTIES		-1	-2
DENSITY(KG/L)		1.1 ± 0.3	1.05 ± 0.3
PERCENT SOLID BY WEIGHT(THEORETICAL)		38	44
VISCOSITY(SECONDS, Zahn 3)		25 ± 3	28 ± 3
FLASH POINT(°F)		225	225

- ONLY THE ITEM DESCRIBED ON THIS DRAWING WHEN PROCURED FROM THE VENDOR(S) LISTED HEREON IS APPROVED BY THE NAVAL ORDNANCE STATION, INDIAN HEAD, MD 20640 FOR USE IN THE APPLICATION SPECIFIED HEREON. A SUBSTITUTE ITEM SHALL NOT BE USED WITHOUT PRIOR APPROVAL BY THE NAVAL ORDNANCE STATION, INDIAN HEAD, MD. IDENTIFICATION OF THE APPROVED SOURCE HEREON IS NOT TO BE CONSIDERED AS A GUARANTEE OF PRESENT OR CONTINUED AVAILABILITY AS A SOURCE OF SUPPLY FOR THE ITEM DESCRIBED ON THE DRAWING.

APPROVED SOURCE(S) OF SUPPLY			
VENDOR	VENDOR'S ITEM IDENT NO.	ITEM	APPLICATION
WHITFORD CORPORATION PO BOX 507 WEST CHESTER, PA 19380	-1	XTLAN 139J/74J TAN(PPS)	COATING FOR TRACK AND CAM USED ON THE CATAPULT CRU-7A
CODE IDENT 25645	-2	XTLAN 133J/74J TAN(PPS/PTFE)	

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES.		TOLERANCES: ANGLES ±	
FRACTIONS ±		3 PLACE DECIMALS ±	
MATERIAL:		PPS COATING (POLYPHENYLENE SULFIDE)	
10551011	CAT. CRU-7/A	PREP B LATHAM	5-10-78
10551012	CAT. CRU-7/A	CHK E. J. H.	5-12-78
NEXT ASSY USED ON		APPROVED FOR NAVSEA	
APPLICATION		SIZE CODE IDENT NO. NAVSEA DWG NO.	
		C 53711 5184307	

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SOURCE CONTROL DRAWING

A B C D

A B C D

5184307